

TERMS AND CONDITIONS

GENERAL

The following Terms ("Terms") together with such other terms, conditions and notices as may be set out in any relevant catalogue apply to this auction sale by Jaguar Land Rover ("JLR") at auction or within 14 days after the auction. No alteration to the Terms will be binding unless included by JLR in writing. The Terms may be amended by JLR provided it is reasonable for it do so by the posting of notices. Nothing in the Terms shall affect the statutory rights of JLR Staff as consumer ("Bidder"). Additional information applicable to the Auction may be set out in the Catalogue for the sale, in an insert in the Catalogue and/or in a notice displayed on the Lot or visible elsewhere. Buyers should be alert to this possibility of changes. JLR acts solely for and on behalf of itself as the seller. JLR's duty is to sell the Lot at the highest price obtainable at the Auction to a Buyer. JLR does not act for Buyers in this role and does not give advice to Buyers. When JLR or its employees make statements about a Lot it is doing so as the Seller of the Lot. Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them.

DEFINITIONS

1. In these Terms:

1.1 "Auction" means the on line sealed bid auction sale in respect of which a Lot is consigned for sale.

1.2 "Auctioneer" means the representative of JLR administering the Auction.

1.3 "Buyer" means the only eligible JLR employee whose bid is accepted by JLR to conclude the contract for the purchase of a Lot.

1.4 "Catalogue" means the catalogue relating to the Auction and includes any advertisement, brochure, estimate, price list or other publication or webpage relating to one or more Lots.

1.5 "Contract" means the agreement between the Buyer and the Seller on the successful bid of the Buyer on which the Lot is notified to them as a sales successful bid.

1.6 "Eligible JLR employee" means all UK hourly and salaried employees.

1.7 "Hammer Price" means the price in pounds sterling at which the Seller notifies to the Buyer as being a successful bid

1.8 "Lot" means any item(s) provided by JLR with the view to its or their sale at Auction.

1.9 "Motor Vehicle" means any car or motorbike included or proposed to be included in a sale of motor vehicles together with spares, tools, documentation etc. stated as being part of the Lot.

1.10 "Purchase Price" means the Hammer Price and any additional charges due plus VAT if applicable.

1.11 "Reserve" means the minimum Hammer Price set by JLR as the Seller at which a Lot may be sold.

1.12 "Sale Proceeds" means the net amount due to the Seller being the Hammer Price less VAT, Expenses and any other amount due to JLR as the Seller.

1.13 "Seller" means JLR as the principal and owner who offers the Lot for sale.

1.14 "VAT" means Value Added Tax applicable at the prevailing rate from time to time.

1.15 "Working Day" means any day (other than a Saturday and Sunday) at which clearing banks in the city of London are open for the transaction of normal sterling banking business.

1.16 "Provisionally sold" means the bid placed during the auction that has not been accepted by the seller. A provisional bid stands until 12pm the day following the auction.

2. Discretion

2.1 JLR has the right at its sole discretion to refuse any bid, to divide any Lot, to combine two or more Lots, to withdraw any Lot and, in the case of dispute, to put any Lot up for Auction again.

3. Loss or injury

3.1 JLR shall be under no liability for any injury, damage or loss sustained by any person while on JLR's premises (including any premises or where a Lot, or part of a Lot, may be on view from time to time) except for death or personal injury, damage or loss caused by the negligence of or other breach of duty by JLR, its employees or agents in the ordinary course of their duties to JLR.

4. Lots

4.1 The Catalogue contains details about each Lot. The description printed in the Catalogue is given on behalf of the Seller.

4.2 Photographs, illustrations and diagrams contained in the Catalogue are for identification purposes only. They may not show the true condition and colour (which may be inaccurately reproduced) of the Lot.

4.3 Lots are available for inspection prior to the sale and it is for any potential bidder to satisfy themselves as to each and every aspect of a Lot, including its originality, authorship, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value. No description of a Lot carries with it an implication that it is fit for any particular purpose.

4.4 Each Lot is sold by the Seller to the Buyer. Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections and other than as set out in clause 6 below, do not include any warranty whatsoever.

4.5 The actual condition of a Lot may not be as good as its outward appearance suggests. In particular parts may have been replaced or renewed and those parts may not be original or of "Satisfactory Quality". The inside of a Lot may not be visible where, for example, it is covered by upholstery or material, and may not be original or may be damaged, have been damaged or poorly repaired. Given the age of some Lots, no assumption should be made with regard to any aspect of their condition.

4.6 Any person who physically interferes with, scratches or damages the Lot in any way (at, before or after the Auction) will be held liable for the loss so caused.

4.7 JLR reserves the full and absolute right to photograph and illustrate any Lot consigned for sale at its discretion.

4.8 The copyright in all written matter and illustrations relating to Lots shall remain at all times the absolute property of JLR, and any person wishing to use such materials, or any part of them, may only do so with the prior written consent of JLR.

5. Alterations and Estimates

5.1 Estimates and descriptions may be amended at JLR's discretion from time to time by notice given orally or in writing before or during the Auction.

5.2 The Lot is available for inspection on a date to be notified to Bidders by JLR and any potential Bidders must form their own opinion in relation to it. They are strongly advised to examine any Lot before the Auction.

5.3 JLR gives no warranty or representation or visibility of the reserve as to the anticipated or likely selling price of any Lot or reserve. Any estimate given, whether written or oral and whether or not printed in any Catalogue, as to the estimated selling price of any Lot is a statement of opinion only and may be subject to revision from time to time at JLR's sole discretion and should not be relied upon as an indication of the actual selling price.

5.4 JLR shall not be liable to the Buyers for any error or misstatement in or omission from the description of any Lot in any Catalogue

5.5 JLR has no duty to the Buyer or the Buyer to investigate the accuracy of the description of any Lot provided by or on behalf of it as the Seller.

6. Warranty by the Seller

6.1 The Seller warrants to the Buyer that:

6.1.1 The Seller is the owner of the Lot without guaranteed V5c Status, and is able to sell the Lot with full title guarantee free from all encumbrances and third party claims and in particular that there is no outstanding finance affecting the Lot or any taxes due.

6.1.2 The description of the Lot in the Catalogue is to the best of the Seller's knowledge accurate and not misleading.

6.1.3 The Seller shall compensate the Buyer for all direct losses, expenses and other costs which are caused by the Seller's material breach of any obligation of the Seller under the Terms.

7. Vehicle Registration Numbers

7.1 If the Seller wishes to sell the Motor Vehicle but to retain the right to the registration number of the Motor Vehicle the Seller shall notify the Buyer in writing before vehicles are made available for inspection. If the Buyer wishes to sell the registration number but retain the Vehicle, the Buyer shall notify the Seller accordingly.

8. Bidding and Reserves

8.1 Admission to the Auction process is via sealed bids uploaded onto the auction platform, and Bidders may only submit one bid per Lot.

8.2 JLR do not accept bids from any person who has not completed and submitted a registration form contained on the auction platform. Proof of identification will be required in the form of employee CDSID, and/or payroll number before the registration process can be completed.

8.3 The Seller may place a Reserve on any Lot (but will not be visible to the Bidders) when he consigns it to the Auction.

8.4 The Auctioneer may declare a lot “provisionally sold”. The highest bid placed during the Bid review process will remain open for acceptance by the Seller until 12pm the next day following the bid closing date. Following this time JLR will notify the Buyer whether their bid has been accepted or rejected. The Buyers bid will be deemed to be rejected if they have not been notified of its acceptance by 12pm the following day. Where the Buyer is notified that the bid has been accepted a contract for the sale of the Lot will be formed between the Buyer and the Seller as if the bid had been accepted prior to the closing date for bids.

9. Insurance

9.1 Only on payment of the Purchase Price in cleared funds shall title in the Lot pass from the Seller to the Buyer. However, the risk in the Lot passes to the Buyer on the confirmation of a successful bid. It is therefore, the responsibility of the Seller to insure the Lot before the successful bid and the responsibility of the Buyer to insure the Lot after the successful bid.

9.2 JLR will not be responsible for any damage to or the loss or destruction of a Lot unless caused by the negligence of or other breach of duty by JLR, its employees or agents in the ordinary course of their duties to JLR

10. Payment of Sale Proceeds

10.1. Unless an alternative method of payment has been agreed by JLR in writing, payment shall be made by the Buyer in accordance with clause 14.2.

10.2 If the Buyer fails to pay the Purchase Price within 24 hours of being notified that the Buyer's bid has been successful, JLR may take any of the steps set out in clause 16.

11. Withdrawal

11.1. The Seller may by notice in writing on the Auction platform to the Bidders withdraw any Lot from the Auction.

12. Removal and Storage

12.1 The Buyer shall arrange for the removal of purchased lots by the time specified in the vendor delivery instructions and key sale information in the auction Catalogue.

12.2 Failure to remove Lots pursuant to clause 12.1 above will entitle JLR to charge Buyer a removal charge, storage fees, insurance and other expenses and any costs incurred at the following rates:

Storage - £20 per day plus VAT

These fees apply unless stated otherwise in the key sale Information of the sale catalogue.

13. The Buyer

13.1 The Buyer shall be the highest bidder at the online bid closing date above the reserve as shown in clause 8.1. Any dispute as to any bid shall be settled by the Auctioneer at his/her absolute discretion. The Seller reserves the right to accept or refuse any bid at its absolute discretion.

13.2 The Buyer shall not resell any vehicles or associated registration plates purchased through the auction within 12 months of taking title to the vehicle.

14. Payment

14.1 Once a lot is sold, the Purchase Price shall become immediately payable to JLR.

14.2 Full payment for all Lots must be made to JLR within 24 hours of the Buyer being notified that the bid has been successful. Payment can only be accepted in GBP. For security reasons, payments by Debit or Credit card (VISA/Mastercard) will only be accepted where the cardholder is present to a maximum of £20,000 per Buyer via debit card and £5,000 per buyer via credit card. Payment via BACS is also acceptable.

14.3 No Lot may be collected until the Purchase Price has been received by JLR and payments by a Buyer to JLR may be applied by JLR towards any such sums due from that Buyer to JLR on any account whatsoever notwithstanding any directions to the contrary by the Buyer whether express or implied.

14.4 Title to the Lot will pass to the Buyer only when the Purchase Price in cleared funds has been received by JLR.

14.5 Immediately a Lot is sold the risk shall pass to the Buyer notwithstanding that possession will not be given and title will not pass to the Buyer before payment of the Purchase Price.

14.6 The Buyer shall, at his own expense, remove the Lot purchased but not before payment in full to JLR of the Purchase Price whether in respect of this or any other Lot.

15. Responsibility for Purchased Lots

15.1 The Buyer will be responsible for loss or damage to a Lot they have purchased from the notification of a successful Bid. Neither JLR nor its employees or agents shall be responsible for any loss or damage unless caused by the negligence of JLR, its employees or agents in the ordinary course of their duties to JLR while the Lot is in JLR's custody or under its control.

15.2 The Buyer shall be responsible for all removals, insurance, storage and other charges on any Lot from the confirmation of a successful bid.

15.3 DVLA will be notified of the change of keeper within 5 working days following receipt of payment, using the details from invoice, unless otherwise stated.

16. Non-payment or Failure to Collect

16.1 If the Purchase Price is not paid in full, JLR shall in its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following remedies: -

16.1.1 to remove, store (either at JLR's premises or elsewhere) and insure the Lot at the expense of the Buyer;

16.1.2 to charge interest at a daily rate equal to 4% pa over Barclays Bank's Base Rate on so much of the total amount due as remains unpaid after the date of and time referred to in clause 14.2;

16.1.3 to retain that or any Lot sold to the same Buyer at the auction and to release it only after payment of the total amount due;

16.1.4 to apply any money due or to become due to the defaulting Buyer in or towards settlement of the total amount due and to exercise a charge or lien on any property of the Buyer which is in JLR's possession for any purpose.

16.1.5 take such steps as JLR shall at its absolute discretion consider necessary to collect the monies due from the Buyer, and to agree terms for the payment of the Purchase Price;

16.1.6 to rescind the sale and refund any monies to the Buyer.

16.1.7 to appoint a solicitor and/or other agent to pursue any of the courses of action referred to in this clause 16, as JLR shall at its absolute discretion think fit. The Buyer shall be liable for all the costs incurred in any proceedings, negotiations or ADR (Alternative Dispute Resolution) including any shortfall in cost between those expended by JLR and those awarded by any Court or Tribunal.

16.2 If the Buyer fails to make payment within 24 hours after the date and time referred to in clause 14.2, JLR shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to re-sell the Lot or cause it to be resold by public auction or private sale, and, if this results in a lower price being obtained, the defaulting Buyer shall then pay to JLR any deficiency, together with re-sale costs and any costs incurred in connection with the Buyer's failure to make payment and any surplus shall belong to the Seller.

16.3 If the Lot is not taken away on the date and time referred to in clause 12.1, whether or not the Purchase Price has been paid, JLR shall remove, store (either at JLR's premises or elsewhere) and insure the Lot at the expense of the Buyer and only release the Lot after payment of the total amount due.

17. Liability of Buyers

17.1 Buyers are solely responsible for ensuring that Motor Vehicles are safe for use, roadworthy (if a road going car) and comply with all relevant laws and regulations in force in all relevant jurisdictions and for ensuring that any necessary test certificates are in force. It is the responsibility of the Buyer to carry out such inspection as he thinks necessary.

17.2 In bidding for any Lot, the Buyers acknowledge that he does not rely on any representation made to them by JLR, its employees or agents, other than set out in clause 6.

18. Governing Law

Any transactions to which the Terms apply shall be governed by English Law and the Courts of England shall have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Terms apply.

19. Notices

19.1 Any shall be deemed to have been received:-

19.1.1 if hand-delivered, at the time of delivery;

19.1.2 if sent by mail, two days after the date of posting.

19.2 In proving service by delivery:-

19.2.1 by hand, it shall be necessary only to produce a receipt for the notice signed by or on behalf of the addressee;

19.2.2 by post, it shall be necessary only to prove that the notice was contained in a pre-paid envelope which was duly addressed and posted first class.

20. Data Protection

20.1 All information provided to JLR will be treated confidentially and shall not be passed to third parties, except where necessary to complete a transaction.

20.2 JLR reserves the right to pass on information when required by legislation, government authorities or the courts.

20.3 All JLR employees, Buyers or participants in the auction agree not to disclose any details whatsoever of the Auction, Catalogue or Purchase price via any social media platform, website or any other means beyond JLR.